



CYNTHIA D. BANKS
Director

COMMUNITY AND SENIOR SERVICES
OF LOS ANGELES COUNTY

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BOARD OF SUPERVISORS

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"To Enrich Lives Through Effective And Caring Service"

December 12, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**APPROVAL TO ALLOCATE FUNDS AND AMENDMENTS TO EXTEND THE
CALIFORNIA WORK OPPORTUNITIES AND RESPONSIBILITY TO KIDS
(CalWORKs) DOMESTIC VIOLENCE SUPPORTIVE SERVICES PROGRAM
FOR FISCAL YEAR (FY) 2007
(ALL DISTRICTS) (3-VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve funding allocations for the continued provision of the CalWORKs Domestic Violence Supportive Services Program in the amount of \$5,940,000 of which \$5,846,784 will be used for currently funded service providers as indicated on Attachment I, and \$93,216 for future contingency purposes, for a month-to-month contract extension, not to exceed a period of six (6) months, beginning January 1, 2007 through June 30, 2007.
2. Delegate authority to the Director of Community and Senior Services (CSS), or designee, to execute contract amendments substantially similar to the enclosed amendment (Attachment II) with the 40 service providers indicated on Attachment I in the amounts indicated for the continued provision of CalWORKs Domestic Violence Supportive Services program on a month-to-month basis not to exceed six (6) months, effective January 1, 2007 through June 30, 2007.
3. Delegate authority to the Director of CSS, or designee, to execute contract amendments to increase or decrease original contract amounts based on contractor performance and availability of funding and provided that: (a) the amount of change does not exceed 10% of the original contract amount; (b) approvals of County Counsel, the Chief Administrative Office (CAO), and Department of Public Social Services (DPSS) are obtained prior to any such amendment; and (c) the Director of CSS confirms in writing to the Board of

Supervisors, the CAO, and DPSS within 30 days after execution that such amendments have been executed. This action assures full expenditure of funds and is consistent with the Board's policy requiring review of contractor performance.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On June 20, 2006 your Board delegated authority to the Director of CSS to execute month- to- month contracts, not to exceed a period of six months, beginning July 1, 2006 through December 30, 2006.

Currently, the service providers' contracts for the program will expire on December 30, 2006. Because of the passage of Senate Bill 1491, which is effective January 1, 2007, and affects all aspects of the County's administration of the program, including the competitive bidding process, program and fiscal monitoring, and monthly reporting and invoicing, we are requesting a six-month extension to redesign the current program and institute changes to numerous policies and practices currently in use.

CSS has met with DPSS and County Counsel to discuss the impact of the legislation. DPSS and CSS have agreed to work jointly to develop a workable document outlining recommendations for the California Department of Social Services (CDSS) to assist them while they develop the All County Letter which will reflect the new administrative policies and procedures as it relates to Senate Bill 1491.

The recommended actions will enable CSS to continue operation of the CalWORKs Domestic Violence Supportive Services program for FY 2006-07. This program provides case management, counseling, emergency and transitional shelter, legal and other services to CalWORKs participants and assists them in overcoming barriers to employment and move toward self-sufficiency.

Performance Measures

The CalWORKs Domestic Violence Supportive Services Program performance evaluation is aligned with the County's Performance Counts! Initiative. The standard of performance measurement for program effectiveness is indicated by clients achieving one of the following positive outcomes:

- A safe and stable environment, emotionally and physically, to access supportive services;
- Identification and utilization of community resources to achieve self-sufficiency;

- Accessing educational and work-related activities to prepare for workforce readiness.

The department will assess the agencies' performance through its analysis of monitoring reports produced by the CSS Domestic Violence Unit.

Implementation of Strategic Plan Goals

The recommended actions support the Countywide Strategic Plan Goal #1 Service Excellence by providing the public with easy access to quality information and services that are both beneficial and responsive; and Goal #5: Children and Families' Well-Being, by improving the well-being of children and families in Los Angeles County.

FISCAL IMPACT/FINANCING

The cost for the CalWORKs Domestic Violence Supportive Services program extension for a period not to exceed six months totals \$5,940,000 of which \$5,846,784 will be used for the 40 service providers listed on Attachment I, and \$93,216 for future contingency purposes. The CalWORKs Domestic Violence Supportive Services Program is financed by CalWORKs Single Allocation funds.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The current contracts are scheduled to expire December 30, 2006. CSS will release a RFP in February 2007 to solicit applicant agencies to provide domestic violence services for another three-year funding cycle for the period July 1, 2007 through June 30, 2010, pursuant to the State Regulation, Management and Office Procedures Purchase of Services Section 23-621, Contracts Periods. As this program operates through funding from the State, which limits contracts to a three year funding cycle, CSS obtained approval from the CDSS to extend contracts with the current providers for an additional one-year period, July 1, 2006 through June 30, 2007.

On June 20, 2006, your Board approved CalWORKs Domestic Violence Supportive Services Program funding allocations for the period July 1, 2006 through December 30, 2006, subject to agency performance, availability of funds, and community needs. All agencies recommended for funding with this action have been performing at or above contractual requirements.

There is a Memorandum of Understanding (MOU) between CSS and DPSS to provide CalWORKs Domestic Violence Supportive Services to CalWORKs participants. The MOU is renewed each year by completing an amendment to

include the new FY budget, and is subject to availability of funding, and acceptable level of performance as evidenced in DPSS' monitoring under this MOU, and there is no impact on County general funds. The CAO and DPSS have reviewed and concur with the recommended actions. County Counsel has reviewed and approved the amendment as to form.

CONTRACTING PROCESS

During the current contract term, Haven Hills, Inc. requested that its contract be terminated due to internal reorganization within the agency. CSS will set aside the funds for future contingency purposes and will reallocate funds during the fiscal year to other Contractors who have been performing above contractual requirements.

All agencies being recommended for funding were successful in the RFP process conducted by CSS in July 2003. A total of 40 agencies, listed in Attachment I, are being recommended for funding with this action.

Monitoring Requirement

CSS will ensure that all approved contractors are monitored relative to contract compliance and administration and programmatic and fiscal requirements in alignment with SB 1491. The contracting method that will be used for the CalWORKs Domestic Violence Supportive Services Program is a performance-based, fee-for-services contract and all providers are required to submit outcome measures associated with the completion of tasks in the Statement of Work. Service providers will be monitored quarterly for programmatic contract compliance through the CSS Domestic Violence Monitoring Unit. Fiscal compliance monitoring is conducted biannually with a follow-up visit by an approved vendor procured through the Auditor-Controller.

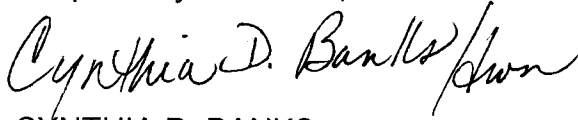
IMPACT ON CURRENT SERVICES

Continuation of the CalWORKs Domestic Violence Supportive Services Program will allow agencies to provide domestic violence supportive services to CalWORKs participants and their children, enabling them to overcome barriers to employment and ultimately achieve self-sufficiency.

CONCLUSION

Upon Board approval, the Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board letter to the Director of DPSS.

Respectfully submitted,

A handwritten signature in black ink, reading "Cynthia D. Banks" followed by a stylized flourish.

CYNTHIA D. BANKS
Director

CB:CD:cf

Attachments (2)

c: David E. Janssen
Raymond G. Fortner, Jr.
Sachi A. Hamai
J. Tyler McCauley
Bryce Yokomizo

**CalWORKs Domestic Violence Supportive Services Program
FY 2007 Contract Extension Funding Recommendations**

Name of Agency		6-Month Contract Amount
1	1736 Family Crisis Center	\$ 449,166
2	Akila Concepts, Inc.	\$ 54,000
3	Antelope Valley Domestic Violence Council	\$ 210,000
4	Asian-Pacific American Legal Center of Southern California	\$ 66,666
5	Bienvenidos Children's Center, Inc.	\$ 83,838
6	Cambodia Association of America	\$ 40,000
7	Center for the Pacific-Asian Family, Inc.	\$ 70,000
8	Chicana Service Action Center, Inc.	\$ 418,335
9	Children's Institute International	\$ 72,500
10	Community Counseling Service of Los Angeles/Amanecer	\$ 146,666
11	Community Legal Service	\$ 252,984
12	Domestic Abuse Center	\$ 40,000
13	East Los Angeles Women's Center	\$ 77,475
14	Foothill Family Service	\$ 153,000
15	Harriet Buhai Center for Family Law	\$ 110,000
16	Helpline Youth Counseling, Inc.	\$ 70,000
17	House of Ruth, Inc.	\$ 139,500
18	Human Services Association	\$ 167,666
19	Institute for Multicultural Counseling & Education Services (IMCES)	\$ 187,500
20	Interval House	\$ 62,250
21	Jenesse Center, Inc.	\$ 234,166
22	Jewish Family Service of Los Angeles	\$ 70,000
23	Legal Aid Foundation of Los Angeles	\$ 308,332
24	Los Angeles Center for Law and Justice	\$ 169,816
25	National Council on Alcohol and Drug Dependence - Long Beach	\$ 140,000
26	Neighborhood Legal Services of Los Angeles	\$ 230,000
27	Ocean Park Community Center-(OPCC)	\$ 40,000
28	Peace and Joy Care Center	\$ 179,766
29	Project: PeaceMakers, Inc.	\$ 123,862
30	Prototypes	\$ 288,000
31	Rainbow Services, Ltd.	\$ 90,000
32	San Fernando Valley Community Mental Health Center, Inc.	\$ 90,000
33	San Pedro Community Legal Services	\$ 71,500
34	Santa Anita Family Service	\$ 120,000
35	Southern California Alcohol & Drug Programs, Inc.	\$ 81,666
36	Su Casa Domestic Abuse Center	\$ 48,300
37	Women's & Children's Crisis Shelter, Inc.	\$ 115,000
38	Women Shelter of Long Beach	\$ 215,392
39	YWCA of Glendale Domestic Violence Project	\$ 168,835
40	YWCA of San Gabriel Valley - WINGS	\$ 190,600
TOTAL		\$5,846,784



Contract No. _____
 Amendment No. 1

**COMMUNITY AND SENIOR SERVICES
 OF THE COUNTY OF LOS ANGELES
 CALWORKS DOMESTIC VIOLENCE PROGRAMS
 AMENDMENT NO. ONE TO CONTRACT NO. _____
 FISCAL YEAR 2007**

REFERENCE IS MADE TO THE DOCUMENT ENTITLED "COUNTY OF LOS ANGELES CALWORKS DOMESTIC VIOLENCE SUPPORTIVE SERVICES PROGRAM CONTRACT" ENTERED INTO BETWEEN THE COUNTY OF LOS ANGELES, THROUGH ITS DEPARTMENT OF COMMUNITY AND SENIOR SERVICES ("CSS"), AND «**AGENCYNAME**» ("CONTRACTOR") ADOPTED BY THE BOARD OF SUPERVISORS ON June 20, 2006 AND FURTHER IDENTIFIED AS AGREEMENT NO. «**ContractNumber**», HEREINAFTER REFERRED TO AS "CONTRACT."

This Amendment is made and entered into by and between the County of Los Angeles, hereinafter referred to as "COUNTY" and «**ContractorName**», hereinafter referred to as "CONTRACTOR."

WHEREAS, COUNTY has created a CalWORKs Domestic Violence Supportive Services Program, pursuant to Section 11322.6 of the California Welfare and Institutions Code, herein after referred to as "Program."

WHEREAS, COUNTY has authority to provide domestic violence services pursuant to Assembly Bill (AB) 1542, Chapter 270, Statutes of 1977 All County Information Notice 1-51-97.

WHEREAS, the parties hereto have previously entered into the above referenced Contract for the purpose of providing case management, counseling, emergency and transitional shelter, legal and other services to CALWORKS participants, assisting them in overcoming barriers to employment and moving toward self-sufficiency, and;

WHEREAS, on XXXXXXXXXXXXXXX, the Los Angeles County Board of Supervisors delegated authority to the Director of Community and Senior Services to amend this Contract for the following purposes: 1) to extend the Contract term (period of performance) on a month-to-month basis not to exceed six (6) months; and 2) to amend the Contract sum for the period of performance covering this Contract, for the continued provision of case management, counseling, emergency and transitional shelter, legal and other services to CALWORK'S participants; and

WHEREAS, COUNTY has determined that CONTRACTOR'S performance has been satisfactory, that the need for services continues to exist,

and that additional funding to increase such services is currently available; and

WHEREAS, COUNTY and CONTRACTOR desire to amend this Contract in accordance with the terms and conditions as set forth below:

NOW, THEREFORE, in consideration of the foregoing, effective January 1, 2007, the Contract is amended as follows:

- I. TABLE OF CONTENTS, Exhibit B-1, Amended Statement of Work is added.
- II. TABLE OF CONTENTS, Exhibit C-1, Amended Budget is added.
- III. Part 1: Unique Terms and Conditions, Section 1.0, Applicable Documents and Defined Terms, Subsection 1.1 is amended to read as follows:
 - 1.1 This Contract and any and all amendments and exhibits thereto, constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Part II, Section 21.0, and "Contract Modifications/Amendments" and signed by both parties.
- IV. Part 1: Unique Terms and Conditions, Section 1.0, Applicable Documents and Defined Terms, Subsection 1.4 is amended to read as follows:
 - 1.5 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between this Contract, and any amendments thereto, the Statement of Work, and addendums thereto, Exhibits, and Attachments, or among Exhibits and Attachments, said conflict or inconsistency shall be resolved by giving precedence as follows: the Contract, and any amendments thereto; 2) the Mandated Program Requirements; 3) the Statement of Work, and any addendums thereto (Exhibits B and B-1); 4) the Budget, and any addendum thereto, (Exhibits C and C-1); 5) Exhibit D; 6) Exhibit E; followed by the Attachments according to the following priority:

Attachment I. CONTRACTOR'S Administration

Attachment II.	COUNTY'S Administration
Attachment III.	Charitable Contributions Certification
Attachment IV.	Internal Revenue Notice 1015
Attachment V.	County of Los Angeles Contractor Employee Jury Service Program Certification and Los Angeles County Code 2.203 (Jury Service Program)
Attachment VI.	Safely Surrendered Baby Law Fact Sheet
Attachment VII.	CONTRACTOR'S Equal Employment Opportunity (EEO) Certification
Attachment VIII.	CONTRACTOR Employee Acknowledgement and Confidentiality Agreement
Attachment IX.	CONTRACTOR Non-Employee Acknowledgement and Confidentiality Agreement
Attachment X.	Auditor-Controller Contract Accounting and Administration Handbook
Attachment XI.	User Complaint Report (UCR)
Attachment XII.	Cost Allocation
Attachment XIII.	Joint Revenue Disclosure
Attachment XIV.	CONTRACTOR'S Obligation As A "Business Associate" Under the Health Insurance Portability and Accountability Act (HIPPA)
Attachment XV.	Fixed Assets/Equipment Purchase Requirements
Attachment XVI.	Inventory Control Form

- V. Part 1: Unique Terms and Conditions, Section 1.0, Applicable Documents and Defined Terms, Subsection 1.5 (A) is amended to read as follows:

- 1.5 (A) "Contract": Agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of Exhibit B, Statement of Work, and Exhibit B-1, Amended Statement of Work.
- VI. Part 1: Unique Terms and Conditions, Section 1.0, Applicable Documents and Defined Terms, Subsection 1.5 (B) is amended to read as follows:
- 1.5 (B) "CONTRACTOR": The sole proprietor, partnership, or corporation that has entered into this Contract with the COUNTY to perform or execute the work covered by Exhibit A, Mandated Program Requirements, Exhibit B, Statement of Work, and Exhibit B-1, Amended Statement of Work.
- VII. Part 1: Unique Terms and Conditions, Section 2.0, Term and Termination, Subsection 2.4 is added as follows:
- 2.4.1 This Contract shall be extended on a month-to-month basis, for a total time period not to exceed 6 months, commencing January 1, 2007 through June 30, 2007, in so far as funding is available and the Director of CSS, or authorized designee, notifies CONTRACTOR within 10 days prior to the following month that this Contract is extended an additional month.
- VIII. Part 1: Unique Terms and Conditions, Section 3.0, Contract Sum, Subsection 3.1 is amended to read as follows:
- 3.1 COUNTY and CONTRACTOR agree that this is a fixed fee for service contract. During the term of this Contract, COUNTY shall compensate CONTRACTOR for supplying the services set forth in Exhibit A, Mandated Program Requirements, Exhibit B, Statement of Work, and Exhibit B-1, Amended Statement of Work.
- IX. Part 1: Unique Terms and Conditions, Section 3.0, Contract Sum, Subsection 3.3 is amended to read as follows:
- 3.3.1 The maximum total Contract sum for the 6 month period commencing January 1, 2007, continuing on a month-to-month basis for a total time period not to exceed 6 months is **\$«NewKAmount» (WrittenKAmount dollars)**, with a monthly maximum Contract amount, hereinafter referred to as the "Maximum Contract Sum" not to exceed **\$«MonthlyAmount» («WrittenMonthly» dollars)**.
- X. Part 1: Unique Terms and Conditions, Section 3.0, Contract Sum,

Subsection 3.6 is amended to read as follows:

3.6 CONTRACTOR has prepared and submitted to COUNTY a budget segregating direct and indirect costs and profit for the work to be performed by CONTRACTOR under this Contract, hereinafter referred to as "Budget." Budgeted expenses shall be reduced by applicable CONTRACTOR revenues, which are identified thereon. The line items shall provide sufficient detail to determine the quality of services delivered. This Budget, and any addendum thereto, is attached and incorporated by reference herein as Exhibits C, Budget and C-1, Amended Budget. CONTRACTOR represents and warrants that the Budget is true and correct in all respects, and services shall be delivered hereunder in accordance with the Budget. In the event the Maximum Contract Sum is increased pursuant to Part II, Section 21.0, hereof, "Contract Modifications/Amendments", CONTRACTOR shall prepare and submit an amended Budget in accordance with this Section.

XI. Part 1: Unique Terms and Conditions, Section 5.0, Invoices and Payments, Subsection 5.1 is amended to read as follows:

5.1 CONTRACTOR shall invoice COUNTY only for providing tasks, deliverables, goods, services, and other work specified in Exhibit A, Mandated Program Requirements and elsewhere hereunder. CONTRACTOR shall prepare invoices, which shall include the charges owed to CONTRACTOR by COUNTY under the terms of this Contract. CONTRACTOR'S payments shall be as provided in Exhibit C, Budget and Exhibit C-1, Amended Budget. CONTRACTOR shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by COUNTY. If COUNTY does not approve work in writing, no payment shall be due to CONTRACTOR for that work.

XII. Part 1: Unique Terms and Conditions, Section 5.0, Invoices and Payments, Subsection 5.2 is amended to read as follows:

5.2 CONTRACTOR'S invoices shall be in accordance with Exhibit C, Budget and Exhibit C-1, Amended Budget.

XIII. Part 1: Unique Terms and Conditions, Section 5.0, Invoices and Payments, Subsection 5.3 is amended to read as follows:

5.3 CONTRACTOR'S invoices shall reflect the information set forth in Exhibit A, Mandated Program Requirements, Exhibit B, Statement of Work, and Exhibit B-1, Amended Statement of Work, describing the tasks, deliverables, goods, services, work hours, and

facility and/or other work for which payment is claimed.

- XIV. Part II: Standard Terms and Conditions, Section 24.0, Contractor's Work, Subsection 24.1 is amended to read as follows:
- 24.1 Pursuant to the provisions of this Contract, CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as more fully set forth in Exhibit B, Statement of Work, Exhibit B-1, Amended Statement of Work, and Exhibit A, Mandated Program Requirements.
- XV. The attached Exhibit B-1, Amended Statement of Work is added as an addendum to Exhibit B, Statement of Work.
- XVI. The attached Exhibit C-1, Amended Budget is added and is an addendum to Exhibit C, Budget.

All other terms and conditions of the Contract shall remain in full force and effect.

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**COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed on its behalf by the Director of Community and Senior Services and the CONTRACTOR has subscribed the same through its authorized officer, as of the day, month and year first above written. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

By _____
Cynthia D. Banks, Director
Community and Senior Services
County of Los Angeles

CONTRACTOR

Contractor's Name (Print or Type)

By _____
Authorized Signature

Name _____
(Print or Type)

Title _____
(Print or Type)

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL
RAYMOND G. FORTNER, JR., County Counsel

BY _____
Janice Kasai, Deputy County Counsel